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Executive Director

ANDREW B. FREMIER
Deputy Executive Director

September 15, 2010

REQUEST FOR PROPOSALS (RFP)
San Francisco Bay Crossings Study Update
Letter of Invitation

Dear Consultant:

The Bay Area Toll Authority (BATA) invites your firm to submit a proposal to assist BATA in updating the San Francisco Bay Crossings Study.

This letter, together with its enclosures, comprise the Request for Proposal (RFP) for the San Francisco Bay Crossings Study Update project. You may download a copy of the RFP from MTC's website at <http://www.mtc.ca.gov/jobs/>. Responses should be submitted in accordance with the instructions set forth in this RFP.

Proposal Due Date

Interested firms must submit an original and five (5) copies, as well as one electronic PDF version, of their proposal by **4:00 pm, Friday, October 15, 2010**. ***Proposals received after that date and time will not be considered.*** Proposals shall be considered firm offers to provide the services described for a period of ninety (90) days from the time of submittal.

BATA Point of Contact

Doug Kimsey will be MTC's Project Manager and point of contact for this contract. Proposals and all inquiries relating to this RFP shall be submitted to Doug Kimsey, Project Manager, at the address shown below. For telephone inquiries, call (510) 817-5790. E-mail inquiries may be directed to dkimse@mtc.ca.gov.

Doug Kimsey, Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

Consultant Qualifications

Proposals must demonstrate that the Consultant meets the following minimum qualifications to be eligible for consideration for this project:

- Project manager who has played a similar role on a minimum of three (3) projects in the last seven (7) years prior to the date of this RFP substantially similar to the services requested by MTC; and
- Each project team member other than support staff has a minimum of two (2) years experience working on similar projects, with specific experience based on the tasks on which he or she is proposed to work.

Background

Over the past 40 years, transportation planners, officials and voters have from time to time considered options to alleviate traffic congestion and improve travel options between the East Bay and San Francisco or the Peninsula. Studies were completed in 1991, and, most recently, in 2002. These are called the *1991 San Francisco Bay Crossings Study* and the *2000 San Francisco Bay Crossings Study*, respectively. The study completed in 2002 reviewed low-cost operational items as well as several higher cost including a new toll bridge, new BART tunnel and new rail tunnel. The study found critical mass lacking in both travel demand and political support for the higher cost options. Recommendations included advancing several relatively low-cost operational and capital improvements, several of which have since been implemented.

BATA now wishes to take a fresh look at the need and opportunities to improve Transbay travel options between the East Bay and San Francisco or the Peninsula. BATA will undertake this effort in two phases. Phase 1 is intended to assess whether circumstances have changed to a degree that a full fledged analysis of alternatives is warranted. Phase 1 will consist of a technical review of the alternatives previously studied in light of updated travel projections and costs. As part of the Phase 1 effort, BATA will also consider whether there may be new promising alternatives not previously studied that may warrant further review.

The findings from Phase 1 of the study will inform BATA's decision whether and how to proceed with analysis of alternatives in a second study phase. If undertaken, Phase 2 would aim to update recommendations regarding new or improved Transbay transportation options based on the significantly altered circumstances identified in Phase 1. The preliminary scope included in this RFP anticipates an effort in Phase 2 similar to that undertaken for the *2000 San Francisco Bay Crossings Study* to assess alternatives with respect to feasibility; travel environmental, economic and social impacts; cost-effectiveness; and public support.

Scope of Work, Budget and Schedule

A preliminary scope of work for the project is provided in *Appendix A, Preliminary Scope of Work*. BATA will work with the selected Consultant to develop a detailed work scope for Phase

1 of the study. If, at the end of Phase 1, the decision is made to proceed with Phase 2, BATA will work with the selected Consultant to develop a detailed scope of work.

The contract payment terms will be lump sum (firm fixed price) with payment made on the basis of receipt by MTC of satisfactory deliverables.

A maximum of four hundred thousand dollars (\$400,000) is currently available for Phase 1 of this effort. Additional funding up to a maximum of one million two hundred dollars (\$1,200,000) is available if BATA elects to pursue Phase 2 of the study. Overall funding for each phase will depend on the final agreed-upon scope of work for each phase and approval of future BATA budgets.

MTC expects the work on Phase 1 to commence on or about November 30, 2010, and to be completed no later than June 30, 2011. At BATA's sole option, the agreement may be extended to complete Phase 2 of the study. If extended, Phase 2 is expected to be completed no later than December 31, 2012.

Proposers' Conference and Requests for Clarification or Exceptions

A proposers' conference will be held at 10:30 a.m., on Tuesday, September 28, 2010 at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, in the MTC 3rd Floor Fishbowl Conference Room.

Any addenda will be posted on MTC's website. All potential bidders are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by BATA no later than 4:00 p.m., on Wednesday, September 29, 2010, to guarantee response or consideration.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in *Section V* of this RFP. BATA reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the firm that presents the proposal that, in the opinion of BATA, is the most advantageous to BATA, based on the evaluation criteria in *Section V*.

Consultant Selection Timetable

10:30 a.m., on Tuesday, September 28,
2010

Proposers' Conference at Joseph P. Bort
MetroCenter, 101 Eighth Street, Oakland,
CA 94607, in the Fishbowl Conference
Room (Third Floor)

4:00 p.m., on Wednesday, September 29, 2010	Closing date/time for receipt of requests for clarification/exceptions
No later than three (3) working days prior to the date proposals are due.	Deadline for protesting RFP provisions
4:00 pm, Friday, October 15, 2010	Closing date/time for receipt of proposals
October 21, 2010	Interviews/Discussions (if held)
Friday, October 29, 2010	Date for receipt of Best and Final Offers (if required)
Wednesday, November 10, 2010	BATA Oversight Committee Approval

General Conditions

BATA will not reimburse any Consultant for costs related to preparing and submitting a proposal.

All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt. (See *Section VI.F* of RFP).

BATA reserves the right in its sole discretion not to enter into any contract as a result of this RFP.

A synopsis of BATA's contract provisions is enclosed for your reference as *Appendix D*. If a proposer wishes to propose a change to any standard BATA contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept BATA's standard contract provisions, unless such language is protested in accordance with the procedures in *Section VI.E* of the RFP.

The selected consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1, Insurance Requirements*, within five (5) days of BATA's notice to firm that it is the successful proposer. Requests to change BATA's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. BATA will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to BATA determinations on requests to change insurance requirements must be brought to BATA's attention no later than the date for protesting RFP provisions above. If such objections are not brought to BATA's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

Authority to Commit BATA

Based on an evaluation conducted by an evaluation panel, the Executive Director will recommend a consultant to the BATA Oversight Committee, which will commit BATA to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Sincerely,



Steve Heminger
Executive Director

SH: LK

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REQUEST FOR PROPOSALS

to the

BAY AREA TOLL AUTHORITY

for

SAN FRANCISCO BAY CROSSINGS STUDY UPDATE

September 15, 2010

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. BACKGROUND AND PROJECT DESCRIPTION

A. Background

Over the past 40 years, transportation planners, officials and voters have from time to time considered options to alleviate traffic congestion and improve travel options between the East Bay and San Francisco or the Peninsula. Studies were completed in 1991, and, most recently, in 2002. These are called the *1991 San Francisco Bay Crossings Study* and the *2000 San Francisco Bay Crossings Study*, respectively. The study completed in 2002 reviewed low-cost operational items as well as several higher cost including a new toll bridge, new BART tunnel and new rail tunnel. The study found critical mass lacking in both travel demand and political support for the higher cost options. Recommendations included advancing several relatively low-cost operational and capital improvements, several of which have since been implemented.

Nearly ten years have passed since the last study was completed. In that time, factors that influenced our original projections may have changed; these may include changes in current and projected future travel patterns, construction technologies, and construction costs. As a result, BATA now wishes to take a fresh look at the need and opportunities to improve Transbay travel options between the East Bay and San Francisco or the Peninsula.

B. Project Objectives and Description

BATA will undertake this effort in two phases. Phase 1 is intended to assess whether circumstances have changed to a degree that a full fledged analysis of alternatives is warranted. Phase 1 will consist of a technical review of the alternatives previously studied in light of updated travel projections and costs. As part of the Phase 1 effort, BATA will also consider whether there may be new promising alternatives not previously studied that may warrant further review.

At the conclusion of Phase 1, BATA will review the findings and recommendations, consult with policy makers and determine whether to proceed with a second study phase.

The findings from Phase 1 of the study will inform BATA's decision whether and how to proceed with analysis of alternatives in a second study phase. If undertaken, Phase 2 would aim to update recommendations regarding new or improved Transbay transportation options based on the significantly altered circumstances identified in Phase 1. The preliminary scope included in this RFP anticipates an effort in Phase 2 similar to that undertaken for the *2000 San Francisco Bay Crossings Study* to assess alternatives with respect to feasibility; travel environmental, economic and social impacts; cost-effectiveness; and public support.

II. PROPOSER MINIMUM QUALIFICATIONS AND REQUIREMENTS

Proposals must demonstrate that the Consultant meets the following minimum qualifications to be eligible for consideration for this project.

Consultant Qualifications

Proposals must demonstrate that the Consultant meets the following minimum qualifications to be eligible for consideration for this project:

- Project manager who has played a similar role on a minimum of three (3) projects in the last seven (7) years prior to the date of this RFP substantially similar to the services requested by MTC; and
- Each project team member other than support staff has a minimum of two (2) years experience working on similar projects, with specific experience based on the tasks on which he or she is proposed to work.

III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

A. Scope of Work

The preliminary scope of work for the project is provided in *Appendix A – Preliminary Scope of Work*. The selected Consultant will be expected to perform all work and analysis necessary to complete the scope of work.

B. Period of Performance

MTC expects the work on Phase 1 to commence on or about November 30, 2010, and to be completed no later than June 30, 2011. At BATA's sole option, the agreement may be extended to complete Phase 2 of the study. If extended, Phase 2 is expected to be completed no later than December 31, 2012.

C. Budget

MTC has budgeted approximately four hundred thousand dollars (\$400,000) for Phase 1 of this effort. Additional funding up to a maximum of one million two hundred dollars (\$1,200,000) is available if BATA elects to pursue Phase 2 of the study, subject to approval of future BATA budgets. Overall funding for each phase will depend on the final agreed-upon scope of work for each phase.

D. Personnel

Any change in key staff persons identified in the contract is subject to the approval of BATA. Removal by the Consultant of any key staff persons identified in the contract without written consent of the BATA Project Manager may be considered a material breach of contract.

IV. PROPOSAL FORM

Proposers must submit an original and five (5) hard copies and one electronic copy in pdf format of their proposal to BATA, at the address listed on page 2 of the letter of invitation, by **4:00 pm, Friday, October 15, 2010**, to be considered. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the proposer's capabilities.

Each proposal should include:

A. Transmittal Letter

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signator.

B. Title Page

Proposals must include a title page that includes the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person, and the date.

C. Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

D. Overview and Summary

This section should clearly convey the Consultant's understanding of the nature of the work and the general approach to be taken, and identify any specific considerations. It should include, but not be limited to, the following:

1. A discussion of the project's purpose;
2. A summary of proposed approach; and
3. The assumptions made in selecting the approach.

E. Preliminary Work Plan

This section should present a preliminary work plan for the tasks in each phase described in *Appendix A, Preliminary Scope of Work*. The proposed work plan should:

1. Discuss how the Consultant will conduct the identified tasks, identify deliverables, and propose a preliminary schedule. The proposal should discuss the tasks in sufficient detail to demonstrate a clear understanding of the project and component tasks. The proposal may include additional tasks or sub-tasks the Consultant believes necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks and milestones.
2. Provide a preliminary staffing plan for each preliminary task. Provide an organizational chart that shows roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between BATA, consultant staff, and subcontractors, if any.

3. Describe approach to managing resources and maintaining quality results. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.
4. Identify and explain any problem areas and/or potential obstacles (such as schedule creep, budget overruns, personnel management, feasibility, etc.) to successful completion of the Preliminary Scope of Work. Discuss methods, formal and informal, that you will use to track and resolve these problems/obstacles during the project.

F. Qualifications and References

1. Describe proposed team's qualifications specific to the requirements set forth in *Section II, Proposer Minimum Qualifications and Requirements*. Identify the personnel, including subcontractors' personnel, whose expertise or experience addresses each of the specified needs. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Preliminary Scope of Work attached as *Appendix A*.
2. Identify key personnel (including subcontractor personnel) and briefly discuss individual qualifications to perform each task. Each key personnel resume should not exceed two pages.
3. Provide a succinct description (one page maximum) of any previous projects similar to the services requested, indicating the project title, duration, budget, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this study. Include the name of the agency for whom the work was performed, year performed, name of the contact person and their telephone number.
4. Provide at least one sample of a written technical report or memo and two samples of material developed for public outreach for a similar study effort. The samples must have been prepared by key members of the consultant team and should identify the authors. Only one copy of each sample is required, and the samples will be returned after proposal evaluation, upon request. The samples will be considered in evaluating firm and staff expertise and experience, and written presentation effectiveness.
5. Provide a list of references (including references for subcontractors) and their contact information.
6. Provide a summary of all contracts your firm (including subcontractors) has held with BATA in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

G. Cost Proposal

Based on the preliminary tasks and staffing plan described in response to IV.E.1 and IV.E.2, listed above, provide a breakdown of the expected expenditures of funds for each task in each phase contained in *Appendix A, Preliminary Scope of Work*. The budget should include, but is not limited to, a task budget and a line item budget with billing rates for each phase.

1. The task budget should present a breakdown of hours and expenses by task and deliverable in each phase of the project. It should identify or refer to key personnel or job descriptions in relation to each task to provide a full explanation of the resources committed to the project.
2. A line item budget should be submitted for each phase of the project. The line item budget should present a breakdown of costs by cost categories, including billing rates for key personnel and job classifications. The line item budget should be set forth on the *Cost and Price Analysis Form* attached hereto as *Appendix B* to this RFP. A line item budget should also be submitted for proposed sub-consultants with contracts estimated to exceed \$25,000. *Appendix B* is available in electronic spreadsheet format upon request.

H. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix C*).

I. Insurance Provisions Document

Submit a signed Insurance Provisions Document (*Appendix D-1*).

V. PROPOSAL EVALUATION

A. Verification of Minimum Qualifications

The Project Manager will review proposals to ensure that each proposal meets the minimum qualifications set out in *Section II, Proposer Minimum Qualifications and Requirements* of this RFP. Proposers failing to meet the minimum qualifications will not be considered.

B. Review for General Responsiveness

The Project Manager, in consultation with the BATA Office of General Counsel, will then conduct an initial review of the proposals meeting the minimum qualifications for general responsiveness. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in *Section IV, Form of Proposal*, may be considered complete and generally responsive, if evaluation in every criterion is possible.

C. Evaluation Criteria

Responsive proposals will then be evaluated by a panel of BATA and transit operator staff on the basis of the following evaluation factors, in order of relative importance:

1. Individual and team expertise and experience providing similar consulting services.
2. Approach to completing the project, including but not limited to: understanding of the need, requirements, and timeline for conducting the performance assessment; proposed approach to

project tasks; ability to anticipate and respond to potential challenges; strategy for managing resources; and approach to quality control and quality assurances.

3. Cost effectiveness, including hourly rates, including basis for escalation over term of contract; reasonableness and appropriateness of preliminary task budget.
4. Written and oral communication skills, based on proposal and interview, if held.

D. Proposer Discussions

Following the initial evaluation, the panel may elect to recommend award to a particular proposer (with or without interviews), or to enter into discussions with a “short list” of proposers, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions with a proposer on the “short list” will be to identify to that proposer specific deficiencies and weaknesses in its proposal and to provide the proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence and/or during face-to-face interviews. The proposer’s Project Manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A proposer on the “short list” invited to participate in discussions will be expected to provide a presentation limited to 20 minutes consisting of an overview of its approach to the Project.

E. Request for Best and Final Offer

Following discussions, if held, proposers on the “short list” will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance of Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

BATA reserves the right not to convene oral interviews or discussions, and to make an award on the basis of initial proposals. References may be contacted at any point in the evaluation process.

The panel will recommend a Consultant to the BATA Executive Director, based on their evaluation of the written proposals or BAFOs and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, forward the recommendation to the BATA Oversight Committee for approval.

BATA reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.

VI. GENERAL CONDITIONS

A. Limitations

This RFP does not commit BATA to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

All finalists may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from negotiations. BATA also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. Any award made will be to the Consultant whose proposal is most advantageous to BATA based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted to BATA in response to this RFP shall constitute a binding offer from Consultant to contract with BATA according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to BATA.

D. Contract Arrangements

A synopsis of BATA's contract provisions is enclosed for your reference as *Appendix D*. If a proposer wishes to propose a change to any standard BATA contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept BATA's standard contract provisions, unless such language is protested in accordance with Section VI.F below.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix D-1*, within five (5) days of BATA's notice that it is the successful proposer. Requests to change BATA's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. BATA will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to BATA determinations on requests to change insurance requirements must be brought to BATA's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to BATA's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

The contract resulting from this RFP will be a firm fixed price, with payment based on MTC's receiving of satisfactory deliverables.

E. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that BATA procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than three (3) working days prior to the date proposals are due, for objections to RFP provisions;
- 2) No later than three (3) working days after the date the firm/team is notified that it did not meet the minimum qualifications, or was found to be non-responsive; or
- 3) No later than three (3) working days after the date on which contract award is authorized by the BATA Oversight Committee or the date notified that it was not selected, whichever is later, for objections to Consultant selection.

Except with regard to initial determinations of non-responsiveness or failure to meet the minimum requirements, the evaluation record shall remain confidential until the BATA Oversight Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the BATA review officer to recommend a resolution to the Executive Director.

The Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor by BATA's Oversight Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the BATA Oversight Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The BATA Oversight Committee's decision will be the final agency decision.

F. Public Records

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the BATA Oversight Committee has authorized award.

APPENDIX A, PRELIMINARY SCOPE OF WORK

BATA will undertake this study in two phases. Phase 1 is intended to assess whether circumstances have changed to a degree that a full fledged analysis of alternatives is warranted. Phase 1 will consist of a technical review of the alternatives previously studied in light of updated travel projections and costs. As part of the Phase 1 effort, BATA will also consider whether there may be new promising alternatives not previously studied that may warrant further review. The product of Phase 1 is a summary of analysis and recommendations regarding the need for and approach to further study.

At the conclusion of Phase 1, BATA will review the findings and recommendations, consult with policy makers and determine whether to proceed with a second study phase.

If undertaken, Phase 2 will aim to update recommendations regarding new or improved Transbay transportation options based on the significantly altered circumstances identified in Phase 1. The preliminary scope here anticipates an effort in Phase 2 similar to that undertaken for the *2000 San Francisco Bay Crossings Study* to assess alternatives with respect to feasibility; travel environmental, economic and social impacts; cost-effectiveness; and public support. However, the ultimate scope of a second phase will be based on findings and recommendations developed in Phase I of this project.

PHASE 1 – TECHNICAL REVIEW

Task 1: Phase 1 Project Management

The Consultant shall prepare a detailed work program and schedule based on discussion with the BATA Project Manager. The work program shall include details of methodology, expected sequence of tasks, subtasks, deliverables and important milestones. The schedule shall identify target dates for completion of work tasks and deliverables. The Consultant shall meet with the BATA Project Manager on a regular basis in-person or by phone. The Consultant shall prepare material for and participate in briefings on study findings of BATA executive staff and Commissioners.

- Deliverables :
- 1.a. Refined work program and schedule (draft and final)
 - 1.b. Status reports on ongoing tasks, action item lists and records of key decisions from project meetings
 - 1.c. Material for and participation in briefings of BATA executive staff and Commissioners (draft and final)

Task 2: Current and Projected Conditions

The Consultant shall summarize current and projected “baseline” travel conditions based on existing data and updated future travel demand forecasts developed by BATA using its new activity-based travel demand model. The Consultant shall identify significant changes from assumptions in the 1991 and 2000 studies and/or other studies in which the alternatives were assessed. Areas subject to review include:

- Travel patterns
- Traffic conditions for passengers and freight, e.g., volumes, travel time and reliability
- Transit service levels, ridership, travel time and reliability

- Funded and proposed transportation improvements based on state, regional and county transportation plans, including ports and airport capital improvement plans
- Likely impact of smart growth land use policies on future transbay travel patterns
- Ability of transbay bridges and tunnels to respond and recover from a major earthquake or other emergency

Deliverables : 2. Technical memorandum summarizing changes from past Bay Crossings studies in current conditions and projected travel patterns (draft and final)

Task 3: Update Alternatives from Prior Studies

The Consultant shall review previously studied alternatives to improve Transbay travel including those in the 1991 and 2002 Bay Crossings studies and subsequent studies, such as the Regional Rail Study, High Speed Rail studies, Bay Bridge bus contra-flow lane study, and Regional Airport Systems Plan Analysis. The Consultant will also review analysis and findings from MTC's Transit Sustainability Project, which is currently underway and which may explore alternatives for improving the efficiency and efficacy of transbay transit service. In the course of this task, the Consultant shall:

- Identify the current status of projects identified in prior alternatives (some are now fully funded or have been implemented);
- Assess whether alternatives are still feasible under current circumstances; and
- Update capital and operating cost estimates and revenue estimates, where appropriate. This update will mainly address inflation of unit costs, and revenue (e.g. tolls) projections, at a "sketch" level, as appropriate.

Deliverables : 3. Technical memorandum with updates to previously studied alternatives (draft and final)

Task 4: Identify Other Potential Alternatives

The Consultant shall identify other potential alternatives, which may have been screened out in prior studies, or are variations of previously studied alternatives. Examples could include:

- New rail and/or BART crossing – mid-bay alignment
- New transbay bridge crossing - airport to airport toll bridge or other mid-bay alignment
- Combined highway and rail/BART crossing based on the alternatives listed above

Deliverables : 4. Technical memorandum identifying other potential alternatives which have not previously been studied (draft and final)

Task 5: Preliminary Screening

For previously studied alternatives, the Consultant shall assess whether updated travel patterns, cost estimates, technology, construction or financing approaches would substantially alter prior findings or recommendations related to feasibility, impact or cost-effectiveness. For any new alternatives, the Consultant shall develop screening criteria and conduct preliminary screening to assess whether they merit further, detailed analysis.

- Deliverables : 5. Technical memorandum describing the preliminary screening process and results (draft and final)

Task 6: Summary Report and Recommendations

The Consultant shall summarize findings from the Phase 1 analysis. Recommendations shall include a proposed scope of work for a second study phase, if further analysis appears to be merited. This report shall be written in a manner suitable for an audience including policy makers and other stakeholders.

- Deliverables : 6. Report summarizing findings from Phase 1 and recommendations for a second study phase (draft and final)

PHASE 2 – NEW/UPDATED ALTERNATIVES ANALYSIS

Task 7: Phase 2 Project Management

The Consultant shall prepare a detailed work program and schedule based on discussion with the BATA Project Manager. The work program shall include details of methodology, expected sequence of tasks, subtasks, deliverables and important milestones. The schedule shall identify target dates for completion of work tasks and deliverables. The Consultant shall meet with the BATA Project Manager on a regular basis in-person or by phone.

Under this task, the Consultant also shall support the study policy committee and technical advisory committee. This will include developing agendas and meeting materials, including meeting summary notes and attendance at the meetings.

- Deliverables : 7.a. Refined work program and schedule (draft and final)
7.b. Status reports on ongoing tasks, action item lists and records of key decisions from project meetings
7.c. Material for and participation in the policy committee and technical advisory committee (draft and final)

Task 8: Public Engagement and Communications

The Consultant shall prepare a public scoping and public engagement plan and assist BATA in executing the plan. The engagement and communications effort may include, but is not limited to:

- Two public scoping meetings to help define the alternatives to be studied;
- Up to 6 public meetings at locations including, but not necessarily limited to, San Francisco, San Mateo County and Alameda County;
- Engage key stakeholders, including elected officials and business and environmental leaders, through interviews and briefings throughout the study;
- Conduct a public opinion poll and focus groups to gauge general public opinion.

- Deliverables : 8a. Public engagement and communications plan (draft and final)
8b. Presentation material for public scoping meetings, participation in meetings and summary report of scoping meetings (draft and final)
8c. Presentation material for public meetings, participation in meetings, and summary report of feedback at meetings (draft and final)
8d. Summary of discussions with key stakeholders (draft and final)
8e. Polling instrument and poll results (draft and final)

Task 9: Define Alternatives

Based on the results of Phase 1, the Consultant shall define alternatives in sufficient detail to allow technical analysis of costs, preliminary assessment of environmental impacts, conceptual engineering, travel impacts and roadway operational characteristics and geometrics. This task shall include:

- Routes and alignments
- Right-of-way acquisition
- Design features of new bridges and tunnels and associated approaches
- Station/terminal locations, general design features, and alterations in existing rail structures and connections
- Roadway operational elements
- Impact on freight operations or services
- Transit operating characteristics such as headways, speeds, rolling stock/vehicle requirements, major service configurations, park-and-ride (for bus only) and maintenance/storage requirements.

- Deliverables : 9. Final definition of alternatives report (draft and final)

Task 10: Prepare Travel Forecasts (MTC Responsibility) – DO review

MTC will be responsible for this task. MTC will use its new activity-based travel demand forecast model to develop forecasts for the range of alternatives defined in Task 9 as well as any sensitivity tests. Forecasts will be prepared for two future years.

Deliverable 10 (MTC): 10. Travel forecasts

Task 11: Preliminary Assessment of Environmental and Social Impacts

This study is not intended to be an environmental impact report or statement. The Consultant shall conduct a preliminary or general scan of major environmental and social impacts including:

- Air quality impacts from motor vehicle emissions including carbon dioxide and particulate matter;
- Visual impacts;
- Environmentally sensitive resources impacts including wetlands, endangered species and water resources;
- Noise;
- Displacement, disruption or division of businesses and housing with particular attention given to impacts on low income or minority neighborhoods;

- Consistency with current and proposed local and/or regional regulatory plans, zoning plans and policies;
- Construction related impacts such as dredging and disposal of dredge material;
- Traffic and circulation impacts;
- Airport and port operation impacts.

Deliverables 11. Environmental/social impact report (draft and final)
:

Task 12: Conceptual Cost Estimates, Capital and Operating

The Consultant shall prepare conceptual cost/engineering estimates for all alternatives. Cost estimates shall include environmental, design and construction costs, rolling stock costs, right-of-way costs, annual O&M costs, overhead and contingency.

Deliverables 12. Cost report (draft and final)
:

Task 13: Evaluation of Alternatives

The Consultant shall evaluate each alternative based on criteria to be developed in consultation with the technical advisory committee and policy committee. These committees will help define the geographic area for which impacts will be assessed. Criteria are likely to include, but are not limited to: impacts on corridor congestion and delay, impacts on roadway operations and bottlenecks (based on queuing analysis), usage, environmental and air quality impacts (including greenhouse gas emissions), economic impacts, cost-effectiveness or benefit cost. Transit alternatives shall also be evaluated relative to considerations and recommendations from the Transit Sustainability Project, including impacts on transit ridership, cost structure and operations.

Deliverables 13.a. Evaluation methodology report (draft and final)
: 13.b. Evaluation report (draft and final)

Task 14: Funding and Financing Analysis, including Tolling

The Consultant shall consider options for funding and/or financing the alternatives. In particular, this task shall include assessment of user fees (bridge tolls) to contribute to an overall funding/financing package. The analysis shall test revenue generating capability of different free structures and consider the capacity to bond against future revenue streams. The Consultant shall also evaluate the suitability of each alternative for various public-private partnership approaches such as design-build, availability payments and design-build-finance-operate and maintain concessions,

Deliverables 14. Funding and financing report (draft and final)
:

Task 15: Initial Recommendations

The Consultant shall develop initial recommendations for near-term, mid-term and long-term improvements and activities for consideration by the study policy committee. Recommendations may include capital and operating improvements and/or further studies and analysis.

Deliverables 15. Findings/recommendations report(draft and final)
:

Task 16: Final Study Report

The Consultant shall prepare draft and final study report describing the study process, major findings from public outreach, major findings from technical, environmental and financial analysis and the recommendations.

Deliverables 16. Final study report (draft and final)
:

APPENDIX B, COST AND PRICE ANALYSIS FORM¹

COST AND PRICE ANALYSIS - RESEARCH AND DEVELOPMENT CONTRACTS				
This form is to be used in lieu of FAA Form 3515 as provided under FAPR 2-16.260-2, it will be executed and submitted with proposals in response to "Requests for Proposals," for procurement of research and development services. If your cost accounting system does not permit analysis of costs as required, contact the purchasing office for further instructions.			PURCHASE REQUEST NUMBER	
NAME AND ADDRESS OF OFFERER		TITLE OF PROJECT		
DETAIL DESCRIPTION	ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED COST (Dollars)	
1. DIRECT LABOR(Specify)				
TOTAL DIRECT LABOR				
2. BURDEN (Overhead-specify) Dept. or Cost Center	Burden Rate	X BASE	BURDEN (\$)	
TOTAL BURDEN				
3. DIRECT MATERIAL				
TOTAL MATERIAL				
4. SPECIAL TESTING (Including field work at Government installations)				
TOTAL SPECIAL TESTING				
5. SPECIAL EQUIPMENT (If direct charge - specify in Exhibit B on reverse				
6. TRAVEL (If direct charge)				
a. TRANSPORTATION				
b. PER DIEM OR SUBSISTENCE				
TOTAL TRAVEL				
7. CONSULTANTS (Identify - purpose - rate)				
TOTAL CONSULTANTS				
8. SUBCONTRACTORS (Specify in Exhibit A on reverse)				
9. OTHER DIRECT COSTS (Specify in Exhibit B on reverse - explain royalty costs, if any)				
10. TOTAL DIRECT COST AND BURDEN				
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of item nos.)				
12. TOTAL ESTIMATED COST				
13. FIXED FEE OR PROFIT (State basis for amount in proposal)				
14. TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT				

¹ This document is available as an Excel spreadsheet by email upon request to Project Manager.

15. OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION				
A. GOVERNMENT AUDIT PERFORMED		DATE OF AUDIT	ACCOUNTING PERIOD COVERED	
B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT			C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? () NO () YES (IF YES, NAME AGENCY NEGOTIATING RATES)	
D. (If no Government rates have been established, furnish the following information)				
DEPARTMENT OR COST CENTER	RATE	TOTAL INDIRECT EXPENSE POOL	BASE FOR TOTAL	
TOTAL				
16. EXHIBIT A - SUBCONTRACT COSTS (If more space needed, use blank sheets, identify item number)				
NAME AND ADDRESS OF SUBCONTRACTOR(S)	SUBCONTRACTED WORK	SUBCONTRACT		
		TYPE	AMOUNT	
TOTAL				
17. EXHIBIT B - OTHER DIRECT COSTS (If more space needed, use blank sheets, identify item number)				
TOTAL				
CERTIFICATE				
<p>The labor rates and the overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents: (a) that he ___has, ___has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, and (b) that he ___has, ___has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.</p> <p><i>For interpretation of the representation including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.</i></p>				
NO. OF CONTRACTOR EMPLOYEES: [] 500 AND UNDER [] OVER 500 [] OVER 750 [] OVER 1,000			STATE INCORPORATED IN:	
DATE		SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR		

APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

BATA’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any BATA commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

___ YES ___ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any BATA commissioners in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude BATA from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX D, SYNOPSIS OF PROVISIONS IN BATA'S STANDARD CONSULTANT AGREEMENT

The selected consultant will be required to sign BATA's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of BATA's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.**

Termination: BATA may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, BATA will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, BATA will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, BATA may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to BATA, less the costs to BATA of rebidding.

Insurance Requirement: See *Appendix D-1, Insurance Requirements*, attached hereto.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of BATA. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold BATA harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against BATA arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by BATA: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("BATA Data") made available to the Consultant by BATA for use by the Consultant in the performance of its services under this Agreement shall remain the property of BATA and shall be returned to BATA at the completion or termination of this Agreement. No license to such BATA Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such BATA Data. Any updates, revisions, additions or enhancements to such BATA Data made by the Consultant in the context of the Project shall be the property of BATA.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to BATA as a deliverable shall be the property of BATA. Consultant will be required to assign all rights in copyright to such Work Product to BATA.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of BATA.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of BATA. BATA is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to BATA for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of BATA can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX D-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of BATA's notice to firm that it is the successful proposer.
_____	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of BATA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
_____	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>BATA, and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.</p>
_____	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
_____	<u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$1,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or

	performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.
—	<u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of BATA (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BATA. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.
<p>Deductibles: Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of BATA.</p> <p>Notice of Termination: All CONSULTANT policies shall provide that the insurance carrier shall give written notice to BATA at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to BATA and any other additional insured.</p> <p>Additional Provisions: Each policy or policies of insurance described in <u>Commercial General Liability Insurance</u>, above shall contain the following provisions:</p> <ul style="list-style-type: none">• Inclusion of BATA, its commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.• Endorsement providing that such insurance is primary insurance and no insurance of BATA will be called on to contribute to a loss. <p>Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, CONSULTANT shall deliver to BATA Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. CONSULTANT agrees, upon written request by BATA, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.</p> <p>Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to <i>Appendix D</i>, Indemnification.</p> <p>Subcontractor's Insurance: CONSULTANT shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the BATA Project Manager.</p>	

By signing below, you acknowledge and agree to provide the required certificate of

insurance providing verification of the minimum insurance requirements listed above within five (5) days of BATA's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to BATA's attention no later than the date for protesting RFP provisions. If such objections are not brought to BATA's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.